

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION authorizing the Director of Finance and Purchasing to execute a User Agreement with St. Louis County, Missouri, related to the County's Prescription Drug Monitoring Program, as an acquisition from another government entity, at an annual cost to the County not to exceed \$28,028.00 in 2017, subject to appropriation in the 2017 Jackson County budget.

RESOLUTION NO. 19307, November 14, 2016

INTRODUCED BY Crystal Williams, County Legislator

WHEREAS, by Ordinance 4912, dated October 17, 2016, the Legislature did enact chapter 73, Jackson County Code, 1984, creating the Jackson County Prescription Drug Monitoring Program (PDMP); and,

WHEREAS, St. Louis County, Missouri, presently has an agreement with Appriss, Inc., for the furnishing of a data management software application related to the PDMP; and,

WHEREAS, St. Louis County has agreed to enter into a User Agreement with Jackson County to share costs related to the use of this data management software application at an estimated cost of \$28,028.00 in 2017; and,

WHEREAS, pursuant to section 1030.2, Jackson County Code, 1984, the Director of Finance and Purchasing recommends the execution of the attached User Agreement with St. Louis County for the reason that the needed software application can be obtained at a price below that quoted by a private vendor as a purchase from another government entity; and,

WHEREAS, said User Agreement shall be effective upon the County's implementation of its PDMP, on January 1, 2017, and will be renewed annually at the agreement of both parties, subject to appropriation in the 2017 and future years' annual budgets; now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the Director of Finance and Purchasing be and hereby is authorized to execute the attached User Agreement with St. Louis County, MO, for the furnishing of a software application related to the Prescription Drug Monitoring Program; and,

BE IT FURTHER RESOLVED that the Director of the Department of Finance and Purchasing is authorized to make all payments, subject to appropriation in the 2017 and future years' annual budgets.

Effective Date: This Resolution shall be effective immediately upon its passage by a majority of the Legislature.

APPROVED AS TO FORM:



Chief Deputy County Counselor



County Counselor

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 19307 of November 14, 2016, was duly passed on November 21, 2016 by the Jackson County Legislature. The votes thereon were as follows:

Yeas 8

Nays 0

Abstaining 0

Absent 0

Excused 1

11.21.16

Date



Mary Jo Spino, Clerk of Legislature

Funding for 2017 and future years is subject to annual appropriation in the County's then current budget.

November 9, 2016

Date



Chief Financial Officer

USER AGREEMENT

This USER AGREEMENT ("Agreement") is made and entered into this _____ day of _____, 2016, by and between St. Louis County ("County) and Jackson County ("Subscriber");

WHEREAS, Sections 602.802 SLCRO authorized the St. Louis County Department of Public Health to establish and maintain a program for monitoring the prescribing and dispensing of all Schedule II, III and IV controlled substances by professionals licensed to prescribe or dispense such substances in St. Louis County; and

WHEREAS, County has a contract with Appriss, Inc. ("Appriss") for operation of an application for a Prescription Drug Monitoring Program ("PDMP"); and

WHEREAS, County has adopted Ordinance 26,528 authorizing the County Executive on behalf of St. Louis County to enter into contracts with the City of St. Louis and Missouri counties and municipalities for the purposes stated herein;

WHEREAS, Subscriber is authorized to execute this agreement by Ordinance 4912;

NOW, THEREFORE, in consideration of the premises and the mutual covenants, considerations and agreements contained herein, the parties agree as follows:

- 1. **Term of Agreement.** This Agreement shall become effective upon its execution by the parties (the "Effective Date") and shall run for a period of three years. The parties may renew the agreement for up to two additional one-year terms.
- 2. **Obligations of County.** County, as Administrator of the PDMP, shall provide the services listed on Exhibit A, attached and incorporated herein.
- 3. **Obligations of Subscriber.** Subscriber shall perform the obligations outlined in Exhibit B, attached and incorporated herein.
- 4. **Fee for Services and Payments.** Subscriber shall pay County for the participation costs charged to County by Appriss for participation in the PDMP. The annual participation cost is \$7.00 per covered practitioner, plus an administrative fee proportional to prescriber population. Exhibit C contains the annual participation costs and billing schedule for Subscriber. County shall submit advance annual invoices to Subscribers. For year 1, Subscribers will be invoiced upon receipt of signed User Agreement, and invoice will be prorated based on the go-live date. For all following years, County will invoice on January 1 for entire year. The participation cost is subject to change during any renewal period.
- 5. **Ownership.** The County shall retain ownership of the purchased software. Each Party shall retain all right, title, and interest (including all data, images, copyright and other proprietary or intellectual property rights) to its own data.
- 6. **Notices.** Unless otherwise indicated, all notices, waiver, and consents required or permitted pursuant to this Agreement shall be in writing and shall be deemed to have been duly given if personally delivered or sent by direct mail, electronic mail, telephone, or facsimile. Notices shall be sent to the addresses set forth as follows on or before the date such notice, waiver or consent must be given:

If to Subscriber: _____

 Attn: _____

If to County: Saint Louis County Department of Public Health
6121 N. Hanley Rd.
Berkeley, MO 63134
Attn: Emily Varner

7. **Entire Agreement; Amendments.** This Agreement, together with its exhibits, represents the entire understanding and agreement between the parties relating to the subject matter hereof and supersedes all prior written or oral communications between the Parties regarding such subject matter. All amendments to and modifications of this Agreement shall be in writing and signed by all of the parties hereto.
8. **Severability.** If any provision of this Agreement or the application thereof to any Party or circumstance is held invalid or unenforceable, the remainder of this Agreement and the application of such provision to other parties or circumstances will not be affected thereby, the provisions of this Agreement being severable in any such instance.
9. **Waiver.** Failure by any Party at any time hereafter to require strict performance by another Party or other Parties of any provision of this Agreement shall not waive, affect, or diminish any right of a Party to demand strict compliance and performance therewith.
10. **Binding Agreement.** The covenants, agreements, terms, and provisions of this Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.
11. **Governing Law.** County and Subscriber shall comply with all applicable federal, state, and local laws. This Agreement shall be governed, interpreted, and construed in accordance with the laws of the State of Missouri. Venue for any action arising from this Agreement shall be in the Circuit Court of St. Louis County, Missouri.
12. **Termination for Convenience.** County shall have the right to terminate the contract immediately in the exercise of its absolute and sole discretion, upon written notice to the Subscriber. After receipt of such notice, the contract shall automatically terminate without further obligation of the parties.

County may terminate this Agreement if Subscriber fails to submit payment within 90 days of receipt of invoice or if County or Subscriber PDMP legislation is repealed or amended to end operation of the PDMP. The terms of this Agreement are subject to change, dependent on the agreement between County and Appriss. Subscriber will, at County's sole discretion, return to County or destroy the Documentation and all copies thereof and certify in writing Subscriber's compliance with such obligation.

IN WITNESS WHEREOF, the duly authorized representatives of the Parties hereto have executed this User Agreement as of the day and year first above written.

[_____]

Subscriber

By: _____

Printed Name: _____

Title: _____

ATTEST:

Printed Name: _____

Title: _____

STATE OF MISSOURI)

CITY OF ST. LOUIS)

On this _____ day of _____, 2016, before me a Notary Public in and for said state, personally appeared _____ who acknowledged himself/herself to be the _____ of _____ and that he/she, being authorized so to do, executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

Notary Public

(SEAL)

My Commission expires:

ST. LOUIS COUNTY, MISSOURI

By: _____

Printed Name: Steven V. Stenger

Title: County Executive

ATTEST:

Printed Name: _____

Title: County Clerk

APPROVED:

Printed Name: Dr. Faisal Khan

Title: Director of Public Health

Approved as to legal form:

County Counselor

Approved:

Accounting Officer

Exhibit A: County's Obligations

County will be responsible for reviewing and approving all PDMP deliverables as well as approving changes to technical and functional documentation with Appriss. County will perform all management of the PDMP. The PDMP platform will be PMP AWARxE, the web-based PDMP platform created by Appriss.

County will provide access to appropriate users, as defined in St. Louis County, Missouri Municipal Code § 602.800-602.808. County shall provide Subscriber with any revisions to the authorizing ordinances. Table 1 outlines the authorized recipients, requirements for access, information provided, and level of access.

Table 1. PDMP Access.

Authorized Recipients	Requirements	Information Provided	Access
Local Public Health Agency (LPHA)	Will receive routine, quarterly reports from County. Can request additional reports from County that will be provided as resources are available.	County-specific reports on prescribing practices. Reports will contain aggregate & de-identified data.	Routine reports from County. Ad hoc reports upon request.
Prescribers	Persons, or their duly designated delegates, whether in or out of the State of Missouri, who are authorized to prescribe controlled substances, if the requesting person demonstrates that the request is made for the purpose of providing medical care for a patient.	Patient Rx & delegate user information.	Registered user.
Dispensers	Persons, or their duly designated delegates, whether in or out of the State of Missouri, who are authorized to dispense controlled substances, if the requesting person demonstrates that the request is made for the purpose of providing pharmaceutical care for a patient.	Patient Rx & delegate user information.	Registered user.
Self	Request own dispensation information.	Personal Rx history.	Report upon completed request form.
Board of Pharmacy	Regulate a professional authorized to prescribe or dispense controlled substances, and which has requested the information or data in the course of a current and open investigation into the acts of a professional under the jurisdiction of the state board. Only information related to the subject professional shall be provided by the County Department of Public Health Director.	Information necessary to regulate industry as per their authority.	Routine reports from County. Ad hoc reports upon request.
State Regulatory Boards	Regulate a professional authorized to prescribe or dispense controlled substances, and which has requested the information or data in the course of a current and open investigation into the acts of a professional under the jurisdiction of the state board. Only information related to the subject professional shall be provided by the County Department of Public Health Director.	Information necessary to regulate industry as per their authority.	Routine reports from County. Ad hoc reports upon request.

Law Enforcement	Local, state, and federal law enforcement or prosecutorial officials, both in or outside Missouri, who are engaged in the administration, investigation, or enforcement of laws governing prescription drugs based on a specific case and under a subpoena issued pursuant to court order.	All prescriber, dispenser, & patient information as specified in subpoena.	Report upon completed request form with accompanying subpoena.
MO HealthNet	Regarding MO HealthNet program recipients.	Eligible or enrolled patient Rx information.	Routine reports from County. Ad hoc reports upon request.
Judge/Judicial Officer	Under subpoena issued pursuant to court order.	All prescriber, dispenser, & patient information as specified in subpoena.	Report upon completed request form with accompanying subpoena.

County and Appriss will be responsible for initial provider and dispenser outreach. County will operate and maintain a PDMP website with relevant information for prescribers, dispensers, the public, and participating counties. County will maintain email communication and respond to all questions, comments, and/or concerns related to the PDMP.

County will provide technical assistance to users in the form of policy, registration, user account information, and user profile modifications. Appriss will be responsible for operating a help desk 24/7/365 to assist dispensers and users with data submission, query, analysis, reporting, and user name and password changes or resets.

County will invoice Subscriber according to Exhibit C: Participation Costs.

Exhibit B: Subscriber's Obligation

Subscriber will enact appropriate legislation authorizing participation in the PDMP and engagement in a User Agreement with County. Subscriber legislation must be consistent with St. Louis County Ordinance 26,352. Subscriber will submit a copy of authorized legislation with signed User Agreement.

Subscriber agrees to pay annual participation costs and follow billing schedule outlined in Exhibit C: Participation Costs.

Subscriber will provide requested information in Exhibit D: Subscriber W-9.

Subscriber will designate a local contact to receive reports and information from County.

Contact Name: _____

Phone Number: _____

Email: _____

Address: _____

Subscriber will be responsible for continued community engagement and outreach.

Subscriber will be onboarded on a quarterly basis after User Agreement is executed. The onboarding timeline is in Table 2, below. Onboarding consists of data submitters (dispensars) registering with Appriss and moving from testing to production (successfully submitting data). Data for Subscriber will be visible to users on a date determined by County and Appriss or by the first day of the quarter following onboarding.

Table 2. PDMP Onboarding Timeline.

Quarter A	Quarter B	Quarter C
County Legislation & User Agreement signed	Data Submitter Registration Clearinghouse Testing → Production	PMP AWARxE live on 1 st business day!

Exhibit C: Participation Costs

Subscriber agrees to the billing schedule in Table 3. Subscriber will be billed for prorated annual costs in year 1 and complete annual costs for all subsequent years. Year 1 is prorated to 75% of the annual cost as the PDMP will be accessible to users for 75% of the year (April-December 2017). For each subsequent one-year term (January 1 through December 31), Subscriber will be invoiced on January 1 with payment due by January 31 of the term year. Subscriber's annual cost for year 1 can be found in Table 4, and Subscriber's annual cost for all subsequent years can be found in Table 5.

Table 3. Billing Schedule.

Year 1 (2017)	Year 2 (2018)
- Invoice date: 1/1/17	- Invoice date: 1/1/18
- Due Date: 1/31/17	- Due Date: 1/31/18
- Period Covered: 4/1/17-12/31/17	- Period Covered: 1/1/18-12/31/18

Table 4. Subscriber Annual Participation Costs, Year 1.

Jurisdiction	County Total Users	% of Total Users	User Fee \$7 per User	% of Infrastructure Cost	Total Cost
Jackson County	477	2.64%	\$ 2,504.25	\$ 2,478.04	\$ 4,982.29

Table 5. Subscriber's Annual Participation Costs, Year 2 and forward.

Jurisdiction	County Total Users	% of Total Users	User Fee \$7 per User	% of Infrastructure Cost	Total Cost
Jackson County	477	2.64%	\$ 3,339.00	\$ 3,304.06	\$ 6,643.06

Exhibit D: Subscriber W-9

Subscriber must submit a copy of W-9 with signed User Agreement for County to invoice Subscriber for PDMP costs.

In addition, Subscriber must provide following information:

Billing Address:

Contact Name: _____

Phone Number: _____

Fax Number: _____

Email: _____

Address: _____

Mailing Address:

Contact Name: _____

Phone Number: _____

Fax Number: _____

Email: _____

Address: _____

